

**JUVENILE DETENTION SERVICES  
CONTRACT**

**BETWEEN THE**

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES**

**AND**

**Northeast Nebraska Juvenile Services**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Office of Juvenile Services (DHHS-OJS)** or (hereinafter the "Department"), and **Northeast Nebraska Juvenile Services** (hereinafter the "Contractor").

**PURPOSE.** The DHHS-OJS is desirous of contracting for the provision of **JUVENILE DETENTION SERVICES** for juveniles committed to, or placed with the DHHS-OJS; and Whereas, the Contractor is providing Juvenile Detention Services at the **1313 ½ North Main, Madison, NE 68748.**

**I. TERM AND TERMINATION**

- A. **TERM.** This contract is in effect from July 1, 2009 until June 30, 2010.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately. Payment for services to the date of termination will be based on the consideration specified in Section II.

**II. CONSIDERATION**

- A. The DHHS-OJS agrees to pay the Contractor the total amount not to exceed **\$170.00 (One Hundred Seventy Dollars)** per youth, per day for juvenile detention services when meeting the detention population criteria and time lines listed under III. Scope of Services by Contractor.

## **B. PAYMENT STRUCTURE.**

1. DHHS-OJS will reimburse the Contractor for costs associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.
2. DHHS-OJS further agrees to make payment in conformance with the Nebraska Prompt Payment Act (Neb.Rev.Stat. 81-2401 through 81-2408) after the provision of care, the submission of billing, and the submission of required reports. DHHS-OJS reserves the right to withhold payment until required reports are received. DHHS-OJS may request that payment be made electronically instead of by state warrant.
3. For each payment, the Department will provide a breakdown to Contractor which shows the invoice number, each juvenile's name and the juvenile's dates of service paid.
4. DHHS-OJS agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently **\$11.00 per hour**) for one additional staff person per day for a maximum of twelve hours per day. The Contractor shall document the justification for using additional staff and provide a schedule of hours worked by the additional staff person. The Contractor will use the additional staff person when the Contractor determines that assistance is needed to meet the needs of juveniles that are demonstrating serious behavioral issues. Also the Contractor agrees to use the additional staff person or other detention center employee to provide transportation of a juvenile resident to a medical practitioner or hospital for non-life threatening emergency assistance.
5. DHHS-OJS agrees to pay for the first day of detention but not the last day.
6. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of DHHS-OJS for the services specified herein.
7. The Contractor agrees to submit invoices for detention services each month.

## **C. OVERPAYMENTS.**

Should the DHHS-OJS overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the DHHS-OJS within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the DHHS-OJS and that the DHHS-OJS retains the right to recover any and all amounts overpaid. The DHHS-OJS reserves the right to offset overpaid amounts by withholding or reducing future payments.

### **III. SCOPE OF SERVICES**

A. The Contractor agrees to provide Juvenile Detention Services for youth who are committed to the care and custody of DHHS-OJS under the following circumstances:

- 1) The court order states DHHS-OJS has full care and custody of a detained youth for placement in the community.
- 2) The court order places a juvenile in a detention setting pending a DHHS-OJS evaluation. For purposes of this Contract, the parties agree that an evaluation begins when the evaluation provider makes a person to person contact with the youth, family/relatives or other person (including but not limited to, court officials, probation officer, juvenile services officers, therapist, and/or school official) or is directed by the court for purposes of obtaining information necessary for the assessment of the youth. The evaluation ends when the final evaluation report is delivered to the juvenile court. DHHS-OJS agrees to provide the Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report is delivered to the juvenile court.
- 3) The parties further agree that DHHS-OJS is responsible for the pre-evaluation detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
- 4) The Court orders a youth committed to one of the YRTC's. DHHS-OJS shall only be responsible until the date of the order committing the youth, and not for any dates thereafter.
- 5) DHHS-OJS issues a written Detainer placing a youth in detention for purposes of conducting an administrative review hearing.
- 6) DHHS-OJS authorizes in writing the detention of a youth that is detained by a law enforcement agency, as a result of a new law violation to be processed in juvenile court.
- 7) The Contractor agrees that for valuable consideration provided by DHHS-OJS, the Contractor will provide Detention Services as described in Attachment A, and in accordance with standards outlined in Attachment B, which is attached hereto and by this reference are incorporated as if set forth verbatim. The Contractor agrees that services shall be provided to DHHS-OJS and that any other services operated by the Contractor are not covered by this contract.

#### **B. Service to be Provided**

- 1) The Contractor agrees to accept and serve all youth referred to them by DHHS-OJS. However if the Contractor is at or over capacity at the time of referral or is

unable to meet the medical or psychological needs of the juvenile DHHS-OJS agrees to remove the juvenile from the detention center within 12 hours from placement. This acceptance and continuing commitment to serve and protect is unconditional.

- 2) The Contractor agrees to verify the authority for the detention by securing a copy of a "Detainer for Apprehension and Temporary Detention of Juveniles" from the referring DHHS-OJS Case Manager. The Contractor agrees to verify the authority for detention by securing a copy of the court order from the presiding court. A copy of the detainer and/or court order must accompany the billing document.
- 3) The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
- 4) The Contractor agrees to complete an inventory on all youth that enter the program. This inventory will document all personal belongings of the youth at the time of admittance. The inventory shall be dated and signed by the Contractor and youth, and by their parents and DHHS-OJS Case Manager if available. The Contractor is responsible for updating the inventory. At the time of discharge, the Contractor will provide a copy of the written inventory to the next placement, parent, Case Manager, or guardian. The Contractor will ensure that all personal belongings of the youth are returned to the youth or DHHS-OJS Case Manager upon the discharge, or as soon thereafter as practicable. The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by youth under the Contractor's care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment against the Contractor.
- 5) The Contractor will ensure that the safety and special needs of youth in their care are met by complying with the Nebraska Juvenile Detention Standards. The Contractor may determine appropriate placement of the youth within the facility based upon assessment and classification.
- 6) Once a contract is finalized, the Contractor agrees to begin services immediately.
- 7) The Contractor agrees to complete a discharge summary for each youth and to send it to the DHHS-OJS Case Manager within seven working days of the completion of services. The discharge summary should document the youth's stay in the detention facility with specific documentation on any displayed behaviors, critical incidents, and any medication dispensed during the youth's stay in the detention facility.
- 8) Should DHHS-OJS decide to implement performance accountability process, the Contractor agrees to work with DHHS-OJS to develop a system of performance accountability that measures quality, efficiency and effectiveness of service.

C. Request for Services Not Guaranteed. The Contractor understands and agrees that this contract does not guarantee that such services will be requested by DHHS-OJS. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from DHHS-OJS will be expected.

D. Required Reports.

- 1) The Contractor will immediately report (verbally) to the DHHS-OJS Case Manager or the Case Managers Supervisor all changes which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc).

E. Authorization for Medical Care.

- 1) The Contractor is hereby authorized to provide/obtain all necessary emergency medical care for state wards placed in their care. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, the Contractor shall contact DHHS-OJS or designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the youth's DHHS-OJS Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.

F. HIV Testing Prohibited.

- 1) DHHS-OJS does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from DHHS-OJS. When consent is obtained, testing must be performed according to written DHHS-OJS policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirements for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and DHHS-OJS will jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, DHHS-OJS will request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that DHHS-OJS will be notified of the results of such confidential testing. All medical contact, emergency and non-emergency, will be documented in one location in the state ward's case record by the Contractor.

G. Responsibilities and Authorizations.

- 1) The Contractor recognizes and reaffirms DHHS-OJS' ongoing responsibility for the youth and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the youth's case plan is implemented by DHHS-OJS, except in cases in which the Contractor has given written notice of desire to return a youth in accordance with this contract. Furthermore, all contacts with the youth's family are to be made in accordance with plans approved by DHHS-OJS, and the Contractor agrees not to accept payment from the family of the youth unless an established part of the case plan includes a fee for services. The youth is not to be transferred to any other facility or other placement without the authorization of DHHS-OJS.

#### **IV. DEPARTMENT RESPONSIBILITIES**

**A. The Department shall be responsible for the following:**

- 1) The parties further agree that DHHS-OJS is responsible for the pre-evaluation detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
- 2) DHHS-OJS may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, significant destruction of the care facility, or other causes determined by DHHS-OJS to be in the best interest of the child.

**B. DHHS-OJS agrees to enforce the following time lines when authorizing detention services to youth:**

1. Youth ordered to DHHS-OJS for placement in the community shall be removed from detention immediately upon becoming aware of the court order; unless the court has ordered the youth remain in detention pending placement.
2. Placement of youth in detention by DHHS-OJS to review violations and return to the community will not exceed 3 days without authorization from the Service Area Administrator or their designee.
3. Placement of youth in detention by DHHS-OJS to review violations and return to an YRTC will not exceed 3 days.
4. Placement of youth in detention that are returning to the juvenile court for further disposition will not exceed 15 days without receiving authorization from the Service Area Administrator or their designee.
5. The length of detention for youth charged with new law violation(s) will be reviewed by DHHS-OJS every 7 days.

6. If a youth is placed in the detention without adequate clothing, DHHS-OJS Case Manager will assess the situation and authorize the purchase of clothing, at DHHS-OJS expense as needed to provide for the youth for a short period of time.
7. DHHS-OJS will comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and the Nebraska Juvenile Detention Standards in the placement of youths with the Contractor.
8. DHHS-OJS agrees to share information prior to placement and during placement about each youth, including relevant health and background facts and on-going case information, to plan with the Contractor regarding the services to be developed and provided to the child, and to insure safety for the youth and others.
9. The DHHS-OJS Case Manager will provide the facility with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles". Medications and doctors' orders will accompany the youth at time of placement when possible.
10. DHHS-OJS will give notice of plans to remove a youth from the service.
11. If DHHS-OJS determines it is necessary for a youth to remain in detention beyond seven days, the DHHS-OJS Case Manager will contact the Contractor to review the case every three days. DHHS-OJS must authorize in writing any placement continuing past seven days.

## **V. GENERAL PROVISIONS**

### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.
2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters*

*Identified in an Audit and SAS 114 The Auditor's Communication with Those Charged With Governance.* The Contractor agrees to provide the Department with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.

3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
  4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.
  5. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- B. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- C. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.
- D. BREACH OF CONTRACT.
1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its



discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.
- E. CONFIDENTIALITY. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- F. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.
- G. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State Government purposes. This provision shall survive termination of this contract.
- H. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- I. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- J. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.

- K. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- L. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.
- M. HOLD HARMLESS.
1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with Contractor's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
  2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.
- N. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- O. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- P. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that

products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.

- Q. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- R. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- S. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- T. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- U. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- V. SUBCONTRACTORS. The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract,

it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

**NOTICES.** Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

**FOR THE DEPARTMENT:**

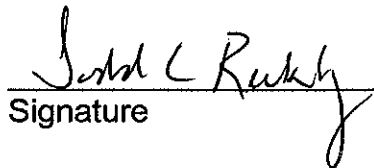
Terry J. Nutzman, Administrator  
Office of Juvenile Services  
PO Box 95026  
301 Centennial Mall South  
Lincoln, NE 68509-5026  
(402) 471-8403  
(402) 471-9034 fax

**FOR THE CONTRACTOR:**

Mark H. Benne  
Northeast Nebraska Juvenile Services, Inc.  
1313 ½ N. Main  
Madison, NE 68748  
Ph # 402-454-3955  
Fax # 402-454-2001

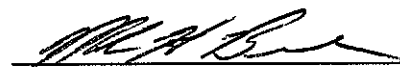
**IN WITNESS THEREOF**, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

**FOR THE DEPARTMENT:**

  
\_\_\_\_\_  
Signature

Todd Reckling, Director  
Division of Children and Family Services  
Department of Health and Human Services

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_  
Signature

Mark Benne  
Facility Administrator  
Northeast Nebraska Juvenile Services

DATE: April 9, 2009

DATE: April 10, 2009

## ATTACHMENT A

### NNJS

Our Mission is to provide children with a safe and positive environment that is conducive to academic and personal growth.

The Northeast Nebraska Juvenile Services Center is a 15,800 square foot regional juvenile detention center with an initial capacity of 34 beds and core spaces sized to accommodate future expansion. The facility will provide eighteen beds of secure housing, and 16 beds of staff secure housing, and program areas for educational, recreation, and support services. NNJS has been designed in accordance with the Nebraska Jail Standards Board and the staff of the Juvenile Division of the Nebraska Commission on Law Enforcement and Criminal Justice. NNJS is also designed in accordance with American Correction Association facility standards.

The 18-bed secure area is divided into two 9-bed areas which will house juvenile offenders according to classifications as determined by intake personnel. This area will allow each juvenile to have an individual sleeping and personal room with the exception of one room in each area that will be a double occupancy room. Access to an eating and recreation area is available in each area along with showers and telephone services.

The 16-bed staff secure unit which is by definition a community-based non-dispositional temporary setting in unlocked, designated locations where security is provided through supervision by trained personnel. The program is used primarily for initial juvenile custody prior to a more permanent placement by a court or other placement authority. A range of services will be available to those placed here. This area will also include a dorm setting that includes double bed sleeping areas, recreation and dining area, showers, telephone services and an outside park area.

The remainder of the facility includes: an administrative/reception area, a full-service kitchen, an outdoor recreation area with space for basketball and other exercise activities. Additional program areas within the facility include a medical exam room for non-emergency care and intake medical screenings staffed by a registered nurse, a multi-purpose room for indoor recreation during inclement weather and other group activities. A classroom that provides State mandated educational programs with an associated nine-station computer lab for use by the residents. The intake area allows for processing of youth into the facility with associated holding, shower, clothing, and counseling services.

Several components make up NNJS: the Educational Program, the Behavior Program, Medical, Religious/Counseling, and Resident Programs. The Educational Program is designed to be very comprehensive. NNJS employs 3 full-time teachers, and one teacher aide. School is mandatory through the school year, and is optional during the summer months. Many residents participate during the summer to finish school work they might be behind with. NNJS helps residents complete their high school education and receive their diploma. Many others go on to receive their GED. NNJS works with schools to attain the youths' current books and schoolwork from their home school. The teachers keep accurate transcripts of each resident to send to their home school. The school runs the A+ and PASS programs.

Residents must participate in the Behavior Program. The behavior program was developed in the belief that residents can be successfully influenced through recognizing and rewarding positive behavior and attitudes rather than negative behavior and attitude reinforcement. With the help of Henry County Youth Center in Newcastle, Indiana, NNJS has developed a level system promoting the types of behavior that both the residents and staff feel are

## ATTACHMENT B

### PROGRAM STANDARDS FOR DETENTION CENTER

#### SERVICE PROVISION

The Contractor will provide a safe, nurturing environment for the youth, and will provide structure around basic daily living activities such as personal care, house rules, school, and interaction with peers and adults. Methods of interaction could include redirection, positive reinforcement, and natural and logical consequences. The agency must be in compliance with the Nebraska Standards for Juvenile Detention Facilities.

#### EDUCATION SERVICES

The youth must participate in the detention center school program and the Contractor will work with the home school as appropriate to meet the educational needs of the youth.

#### RECREATION

As specified in the Nebraska Standards for Juvenile Detention Facilities.

#### MEDICAL SERVICES

As specified in the Nebraska Standards for Juvenile Detention Facilities.

#### PERSONAL NEEDS

The Contractor will provide each youth with personal hygiene supplies and limited school supplies. The DHHS-OJS Case Manager will assess, in conjunction with the Contractor, the youth's clothing needs.

#### PLAN DEVELOPMENT

The Contractor will prepare a detention center Service Plan for all youth in detention for more than seven days. Upon request, the Service Plan will be submitted to the DHHS-OJS Case Manager within three working days of the request.

#### REPORTING

The discharge summary will be completed and submitted to DHHS-OJS within seven working days of discharge.

#### STAFF QUALIFICATIONS

As specified in the Nebraska Standards for Juvenile Detention Facilities

#### STAFF SUPERVISION

As specified in the Nebraska Standards for Juvenile Detention Facilities

#### DIRECT CARE STAFF/CHILD RATIO

As specified in the Nebraska Standards for Juvenile Detention Facilities

#### STAFF TRAINING

As specified in the Nebraska Standards for Juvenile Detention Facilities

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#### SPECIAL NEEDS

When serving youth who have disabilities (hearing, visual, physical) or language barriers or both, Contractors will ensure the requirements of the Americans with Disabilities Act (ADA) are met and provide appropriate accommodations for youth with special needs. Meeting the needs of youth

with special needs is a shared responsibility for problem solving between the Contractor and DHHS-OJS.

#### EQUIVALENCY PROCESS

The specific requirements of these Program Standards may be modified by DHHS-OJS on an individual basis to allow for arrangements that would, in DHHS-OJS' best judgment, provide at least equivalent alternative conditions as would be afforded by explicit compliance with the corresponding Program Standards.

APR 13 2009

**JUVENILE DETENTION SERVICES  
CONTRACT****POLICY UNIT****BETWEEN THE****NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF CHILDREN AND FAMILY SERVICES****AND****Northeast Nebraska Juvenile Services**

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Office of Juvenile Services (DHHS-OJS)** or (hereinafter the "Department"), and **Northeast Nebraska Juvenile Services** (hereinafter the "Contractor").

**PURPOSE.** The DHHS-OJS is desirous of contracting for the provision of **JUVENILE DETENTION SERVICES** for juveniles committed to, or placed with the DHHS-OJS; and Whereas, the Contractor is providing Juvenile Detention Services at the **1313 ½ North Main, Madison, NE 68748.**

**I. TERM AND TERMINATION**

- A. **TERM.** This contract is in effect from July 1, 2009 until June 30, 2010.
- B. **TERMINATION.** This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least 30 (Thirty) days prior to the effective date of termination. The Department may also terminate this contract in accord with the provisions designated "AVAILABILITY OF FUNDING" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to the Department all work in progress, work completed, and materials provided to it by the Department in connection with this contract immediately. Payment for services to the date of termination will be based on the consideration specified in Section II.

**II. CONSIDERATION**

- A. The DHHS-OJS agrees to pay the Contractor the total amount not to exceed **\$170.00 (One Hundred Seventy Dollars)** per youth, per day for juvenile detention services when meeting the detention population criteria and time lines listed under III. Scope of Services by Contractor.



## B. PAYMENT STRUCTURE.

1. DHHS-OJS will reimburse the Contractor for costs associated with provision of authorized medical or dental care not covered by Medicaid or third party insurance.
2. DHHS-OJS further agrees to make payment in conformance with the Nebraska Prompt Payment Act (Neb.Rev.Stat. 81-2401 through 81-2408) after the provision of care, the submission of billing, and the submission of required reports. DHHS-OJS reserves the right to withhold payment until required reports are received. DHHS-OJS may request that payment be made electronically instead of by state warrant.
3. For each payment, the Department will provide a breakdown to Contractor which shows the invoice number, each juvenile's name and the juvenile's dates of service paid.
4. DHHS-OJS agrees to pay the Contractor at the hourly rate for a Juvenile Detention Officer position at the time the service is provided (currently **\$11.00 per hour**) for one additional staff person per day for a maximum of twelve hours per day. The Contractor shall document the justification for using additional staff and provide a schedule of hours worked by the additional staff person. The Contractor will use the additional staff person when the Contractor determines that assistance is needed to meet the needs of juveniles that are demonstrating serious behavioral issues. Also the Contractor agrees to use the additional staff person or other detention center employee to provide transportation of a juvenile resident to a medical practitioner or hospital for non-life threatening emergency assistance.
5. DHHS-OJS agrees to pay for the first day of detention but not the last day.
6. The Contractor is responsible for any and all costs associated with the production and delivery of reports. No other charges may be submitted under the terms of this contract without prior approval and agreement of DHHS-OJS for the services specified herein.
7. The Contractor agrees to submit invoices for detention services each month.

## C. OVERPAYMENTS.

Should the DHHS-OJS overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor will notify the DHHS-OJS within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the DHHS-OJS and that the DHHS-OJS retains the right to recover any and all amounts overpaid. The DHHS-

OJS reserves the right to offset overpaid amounts by withholding or reducing future payments.

### **III. SCOPE OF SERVICES**

A. The Contractor agrees to provide Juvenile Detention Services for youth who are committed to the care and custody of DHHS-OJS under the following circumstances:

- 1) The court order states DHHS-OJS has full care and custody of a detained youth for placement in the community.
- 2) The court order places a juvenile in a detention setting pending a DHHS-OJS evaluation. For purposes of this Contract, the parties agree that an evaluation begins when the evaluation provider makes a person to person contact with the youth, family/relatives or other person (including but not limited to, court officials, probation officer, juvenile services officers, therapist, and/or school official) or is directed by the court for purposes of obtaining information necessary for the assessment of the youth. The evaluation ends when the final evaluation report is delivered to the juvenile court. DHHS-OJS agrees to provide the Contractor with written confirmation of the date the evaluation begins and the date the final evaluation report is delivered to the juvenile court.
- 3) The parties further agree that DHHS-OJS is responsible for the pre-evaluation detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
- 4) The Court orders a youth committed to one of the YRTC's. DHHS-OJS shall only be responsible until the date of the order committing the youth, and not for any dates thereafter.
- 5) DHHS-OJS issues a written Detainer placing a youth in detention for purposes of conducting an administrative review hearing.
- 6) DHHS-OJS authorizes in writing the detention of a youth that is detained by a law enforcement agency, as a result of a new law violation to be processed in juvenile court.
- 7) The Contractor agrees that for valuable consideration provided by DHHS-OJS, the Contractor will provide Detention Services as described in Attachment A, and in accordance with standards outlined in Attachment B, which is attached hereto and by this reference are incorporated as if set forth verbatim. The Contractor agrees that services shall be provided to DHHS-OJS and that any other services operated by the Contractor are not covered by this contract.

B. Service to be Provided

- 1) The Contractor agrees to accept and serve all youth referred to them by DHHS-OJS. However if the Contractor is at or over capacity at the time of referral or is unable to meet the medical or psychological needs of the juvenile DHHS-OJS agrees to remove the juvenile from the detention center within 12 hours from placement. This acceptance and continuing commitment to serve and protect is unconditional.
- 2) The Contractor agrees to verify the authority for the detention by securing a copy of a "Detainer for Apprehension and Temporary Detention of Juveniles" from the referring DHHS-OJS Case Manager. The Contractor agrees to verify the authority for detention by securing a copy of the court order from the presiding court. A copy of the detainer and/or court order must accompany the billing document.
- 3) The Contractor is responsible for providing shelter, food, personal hygiene items, and recreational activities.
- 4) The Contractor agrees to complete an inventory on all youth that enter the program. This inventory will document all personal belongings of the youth at the time of admittance. The inventory shall be dated and signed by the Contractor and youth, and by their parents and DHHS-OJS Case Manager if available. The Contractor is responsible for updating the inventory. At the time of discharge, the Contractor will provide a copy of the written inventory to the next placement, parent, Case Manager, or guardian. The Contractor will ensure that all personal belongings of the youth are returned to the youth or DHHS-OJS Case Manager upon the discharge, or as soon thereafter as practicable. The Contractor shall take reasonable steps to ensure the security of all personal belongings owned by youth under the Contractor's care in order to prevent the theft, damage or destruction beyond normal wear and tear of such belongings. Failure to take such steps may result in the imposition of a damage assessment against the Contractor.
- 5) The Contractor will ensure that the safety and special needs of youth in their care are met by complying with the Nebraska Juvenile Detention Standards. The Contractor may determine appropriate placement of the youth within the facility based upon assessment and classification.
- 6) Once a contract is finalized, the Contractor agrees to begin services immediately.
- 7) The Contractor agrees to complete a discharge summary for each youth and to send it to the DHHS-OJS Case Manager within seven working days of the completion of services. The discharge summary should document the youth's stay in the detention facility with specific documentation on any displayed behaviors, critical incidents, and any medication dispensed during the youth's stay in the detention facility.

- 8) Should DHHS-OJS decide to implement performance accountability process, the Contractor agrees to work with DHHS-OJS to develop a system of performance accountability that measures quality, efficiency and effectiveness of service.
- C. Request for Services Not Guaranteed. The Contractor understands and agrees that this contract does not guarantee that such services will be requested by DHHS-OJS. Furthermore, the Contractor understands and agrees that no minimum number of referrals for services from DHHS-OJS will be expected.
- D. Required Reports.
- 1) The Contractor will immediately report (verbally) to the DHHS-OJS Case Manager or the Case Managers Supervisor all changes which will affect the youth's status (e.g., running away, aggressive behavior, suicidal ideation, minor illness that does not respond to treatment, major illness, accident, change in school status, etc).
- E. Authorization for Medical Care.
- 1) The Contractor is hereby authorized to provide/obtain all necessary emergency medical care for state wards placed in their care. If the emergency is of a medical or psychiatric nature that may necessitate hospital admission, the Contractor shall contact DHHS-OJS or designee. When emergency medical care is provided/obtained for a state ward, the Contractor shall notify the youth's DHHS-OJS Case Manager, the Case Manager's supervisor, or the designated coverage worker, no later than the next working day.
- F. HIV Testing Prohibited.
- 1) DHHS-OJS does not allow HIV antibody testing or other screening testing for the AIDS virus without informed consent in writing from DHHS-OJS. When consent is obtained, testing must be performed according to written DHHS-OJS policy, which includes procedures for ensuring confidentiality and for use of the state's AIDS Counseling, Testing, Referral and Partner Notification Sites (CTRPN's) when appropriate. In all cases, appropriate pre-test and post-test counseling must be provided. Because the OSHA Act of 1981 requires that all facilities provide a safe working environment, OSHA has adopted the CDC's requirements for Universal Precautions. Therefore, HIV antibody testing or any other AIDS virus testing is never considered necessary as a prerequisite for obtaining services. The Contractor and DHHS-OJS will jointly consult regarding obtaining an HIV antibody test on any ward when, despite having taken universal precautions, some exposure to HIV was possible. When informed consent is requested for such Contractor staff exposure, DHHS-OJS will request the Contractor's written OSHA policies (that comply with state law when appropriate) describing the need for informed consent from the ward's guardian, the process by which the testing and the results of testing are kept confidential and not placed in the youth's record, and the fact that DHHS-OJS will be notified of the results of such confidential testing. All medical contact, emergency

and non-emergency, will be documented in one location in the state ward's case record by the Contractor.

**G. Responsibilities and Authorizations.**

- 1) The Contractor recognizes and reaffirms DHHS-OJS' ongoing responsibility for the youth and the long-term case planning. Therefore, the Contractor agrees to continue services until a revision in the youth's case plan is implemented by DHHS-OJS, except in cases in which the Contractor has given written notice of desire to return a youth in accordance with this contract. Furthermore, all contacts with the youth's family are to be made in accordance with plans approved by DHHS-OJS, and the Contractor agrees not to accept payment from the family of the youth unless an established part of the case plan includes a fee for services. The youth is not to be transferred to any other facility or other placement without the authorization of DHHS-OJS.

**IV. DEPARTMENT RESPONSIBILITIES**

**A. The Department shall be responsible for the following:**

- 1) The parties further agree that DHHS-OJS is responsible for the pre-evaluation detention costs for any days over the first ten days from the date the evaluation is ordered by the court.
- 2) DHHS-OJS may remove a youth immediately upon notice for such reasons as alleged child abuse or neglect, court discharge, significant destruction of the care facility, or other causes determined by DHHS-OJS to be in the best interest of the child.

**B. DHHS-OJS agrees to enforce the following time lines when authorizing detention services to youth:**

1. Youth ordered to DHHS-OJS for placement in the community shall be removed from detention immediately upon becoming aware of the court order; unless the court has ordered the youth remain in detention pending placement.
2. Placement of youth in detention by DHHS-OJS to review violations and return to the community will not exceed 3 days without authorization from the Service Area Administrator or their designee.
3. Placement of youth in detention by DHHS-OJS to review violations and return to an YRTC will not exceed 3 days.
4. Placement of youth in detention that are returning to the juvenile court for further disposition will not exceed 15 days without receiving authorization from the Service Area Administrator or their designee.

5. The length of detention for youth charged with new law violation(s) will be reviewed by DHHS-OJS every 7 days.
6. If a youth is placed in the detention without adequate clothing, DHHS-OJS Case Manager will assess the situation and authorize the purchase of clothing, at DHHS-OJS expense as needed to provide for the youth for a short period of time.
7. DHHS-OJS will comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and the Nebraska Juvenile Detention Standards in the placement of youths with the Contractor.
8. DHHS-OJS agrees to share information prior to placement and during placement about each youth, including relevant health and background facts and on-going case information, to plan with the Contractor regarding the services to be developed and provided to the child, and to insure safety for the youth and others.
9. The DHHS-OJS Case Manager will provide the facility with a copy of the "Detainer for Apprehension and Temporary Detention of Juveniles". Medications and doctors' orders will accompany the youth at time of placement when possible.
10. DHHS-OJS will give notice of plans to remove a youth from the service.
11. If DHHS-OJS determines it is necessary for a youth to remain in detention beyond seven days, the DHHS-OJS Case Manager will contact the Contractor to review the case every three days. DHHS-OJS must authorize in writing any placement continuing past seven days.

## **V. GENERAL PROVISIONS**

### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

1. All Contractor books, records, and documents regardless of physical form, and including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained as follows: all records shall be maintained for five (5) years from the date of final payment and records that fall under the provisions of HIPAA shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of the Department. All records shall be maintained in accordance with generally accepted accounting principles.

2. The Contractor agrees to provide the Department any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide the Department with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to the Department at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that the Department has received a copy.
  3. The Contractor agrees to immediately correct any material weakness or condition reported to the Department in the course of an audit and notify the Department that the corrections have been made.
  4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor agrees that it will be liable for audit exceptions, and shall return to the Department all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from the Department.
  5. AMENDMENT. This contract may be modified only by written amendment, duly executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
- B. ASSIGNMENT. The Contractor agrees not to assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of the Department. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- C. AVAILABILITY OF FUNDING. Due to possible future reductions in appropriations, the Department cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate this contract or reduce the consideration upon notice in writing to the Contractor. The Department shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may terminate this contract as of the effective date of the reduction upon the provision of advance written notice to the Department.

**D. BREACH OF CONTRACT.**

1. Should the Contractor breach this contract, the Department may, at its discretion, terminate this contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.
2. The waiver by the Department of a breach of any provision of this contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor. No waiver shall be valid unless in writing and signed by the party.

**E. CONFIDENTIALITY.** The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department without the prior written authorization of the Department, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.

**F. CONFLICTS OF INTEREST.** In the performance of this contract, the Contractor agrees to avoid all conflicts of interest and all appearances of conflicts of interest; the Contractor will notify the Department of any such instances encountered in the course of his/her work so that other arrangements can be made to complete the work.

**G. DATA OWNERSHIP AND COPYRIGHT.** All data collected as a result of this project shall be the property of the Department. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this contract. The Department hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for State Government purposes. This provision shall survive termination of this contract.

**H. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**I. DOCUMENTS INCORPORATED BY REFERENCE.** All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.



- J. DRUG-FREE WORKPLACE. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, which is available to the Department on request.
- K. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.
- L. GOVERNING LAW. This contract shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflict of laws.
- M. HOLD HARMLESS.
1. The Contractor agrees to assume all risk of loss and hold the Department, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and expenses incident thereto, for injuries to persons and for loss of, damages to, or destruction of property arising out of or in connection with Contractor's performance under this contract and proximately caused by the negligent or intentional acts or omission of the Contractor, its officers, employees, assignees, or agents.
  2. The Department's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, and the Nebraska Miscellaneous Claims Act; and any other applicable provisions of law. The Department does not assume liability for the action of its Contractors.
- N. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of the Department. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.
- O. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by

the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.

- P. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Access Technology Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- Q. NON-DISCRIMINATION. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this contract under any program or activity.
- R. PROMPT PAYMENT. Payment will be made in conjunction with the State of Nebraska Prompt Payment Act. The Department may request that payment be made electronically instead of by State warrant.
- S. PUBLIC COUNSEL. In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to Contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- T. RESEARCH. The Contractor may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- U. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.

- V. **SUBCONTRACTORS.** The Contractor agrees that before subcontractors may be utilized in the performance of this contract, the Department must give prior written approval. If the Contractor subcontracts a portion of the work involved in this contract, it shall ensure that the subcontractor complies with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

**NOTICES.** Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

**FOR THE DEPARTMENT:**

Terry J. Nutzman, Administrator  
Office of Juvenile Services  
PO Box 95026  
301 Centennial Mall South  
Lincoln, NE 68509-5026  
(402) 471-8403  
(402) 471-9034 fax

**FOR THE CONTRACTOR:**

Mark H. Benne  
Northeast Nebraska Juvenile Services, Inc.  
1313 1/2 N. Main  
Madison, NE 68748  
Ph # 402-454-3955  
Fax # 402-454-2001

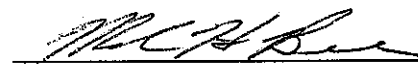
**IN WITNESS THEREOF,** the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

**FOR THE DEPARTMENT:**

  
Signature

Todd Reckling, Director  
Division of Children and Family Services  
Department of Health and Human Services

**FOR THE CONTRACTOR:**

  
Signature

Mark Benne  
Facility Administrator  
Northeast Nebraska Juvenile Services

DATE: April 9, 2009

DATE: April 10, 2009

## ATTACHMENT A

### NNJS

Our Mission is to provide children with a safe and positive environment that is conducive to academic and personal growth.

The Northeast Nebraska Juvenile Services Center is a 15,800 square foot regional juvenile detention center with an initial capacity of 34 beds and core spaces sized to accommodate future expansion. The facility will provide eighteen beds of secure housing, and 16 beds of staff secure housing, and program areas for educational, recreation, and support services. NNJS has been designed in accordance with the Nebraska Jail Standards Board and the staff of the Juvenile Division of the Nebraska Commission on Law Enforcement and Criminal Justice. NNJS is also designed in accordance with American Correction Association facility standards.

The 18-bed secure area is divided into two 9-bed areas which will house juvenile offenders according to classifications as determined by intake personnel. This area will allow each juvenile to have an individual sleeping and personal room with the exception of one room in each area that will be a double occupancy room. Access to an eating and recreation area is available in each area along with showers and telephone services.

The 16-bed staff secure unit which is by definition a community-based non-dispositional temporary setting in unlocked, designated locations where security is provided through supervision by trained personnel. The program is used primarily for initial juvenile custody prior to a more permanent placement by a court or other placement authority. A range of services will be available to those placed here. This area will also include a dorm setting that includes double bed sleeping areas, recreation and dining area, showers, telephone services and an outside park area.

The remainder of the facility includes: an administrative/reception area, a full-service kitchen, an outdoor recreation area with space for basketball and other exercise activities. Additional program areas within the facility include a medical exam room for non-emergency care and intake medical screenings staffed by a registered nurse, a multi-purpose room for indoor recreation during inclement weather and other group activities. A classroom that provides State mandated educational programs with an associated nine-station computer lab for use by the residents. The intake area allows for processing of youth into the facility with associated holding, shower, clothing, and counseling services.

Several components make up NNJS: the Educational Program, the Behavior Program, Medical, Religious/Counseling, and Resident Programs. The Educational Program is designed to be very comprehensive. NNJS employs 3 full-time teachers, and one teacher aide. School is mandatory through the school year, and is optional during the summer months. Many residents participate during the summer to finish school work they might be behind with. NNJS helps residents complete their high school education and receive their diploma. Many others go on to receive their GED. NNJS works with schools to attain the youths' current books and schoolwork from their home school. The teachers keep accurate transcripts of each resident to send to their home school. The school runs the A+ and PASS programs.

Residents must participate in the Behavior Program. The behavior program was developed in the belief that residents can be successfully influenced through recognizing and rewarding positive behavior and attitudes rather than negative behavior and attitude reinforcement. With the help of Henry County Youth Center in Newcastle, Indiana, NNJS has developed a level system promoting the types of behavior that both the residents and staff feel are

important to a comfortable living and working environment. The Behavior Program is a four tier level system with Orientation level consisting of the level being the highest, the resident will acquire extra privileges such as a later bedtime, to the well being of oneself or others shall be rewarded accordingly. Behavioral tokens will be rewarded through the implementation of programs to promote and recognize positive behavior and attitudes.

NNJS has two visitation rooms, a non-contract and a contract room. According to the level the resident is currently on decides which level of contact a resident can have with their visitor. Honors level residents may have a contact visit. All legal representatives, government or public officials, and clergy may visit at any reasonable time for any reasonable length of time with prior approval.

## ATTACHMENT B

### PROGRAM STANDARDS FOR DETENTION CENTER

#### SERVICE PROVISION

The Contractor will provide a safe, nurturing environment for the youth, and will provide structure around basic daily living activities such as personal care, house rules, school, and interaction with peers and adults. Methods of interaction could include redirection, positive reinforcement, and natural and logical consequences. The agency must be in compliance with the Nebraska Standards for Juvenile Detention Facilities.

#### EDUCATION SERVICES

The youth must participate in the detention center school program and the Contractor will work with the home school as appropriate to meet the educational needs of the youth.

#### RECREATION

As specified in the Nebraska Standards for Juvenile Detention Facilities.

#### MEDICAL SERVICES

As specified in the Nebraska Standards for Juvenile Detention Facilities.

#### PERSONAL NEEDS

The Contractor will provide each youth with personal hygiene supplies and limited school supplies. The DHHS-OJS Case Manager will assess, in conjunction with the Contractor, the youth's clothing needs.

#### PLAN DEVELOPMENT

The Contractor will prepare a detention center Service Plan for all youth in detention for more than seven days. Upon request, the Service Plan will be submitted to the DHHS-OJS Case Manager within three working days of the request.

#### REPORTING

The discharge summary will be completed and submitted to DHHS-OJS within seven working days of discharge.

#### STAFF QUALIFICATIONS

As specified in the Nebraska Standards for Juvenile Detention Facilities

#### STAFF SUPERVISION

As specified in the Nebraska Standards for Juvenile Detention Facilities

#### DIRECT CARE STAFF/CHILD RATIO

As specified in the Nebraska Standards for Juvenile Detention Facilities

#### STAFF TRAINING

As specified in the Nebraska Standards for Juvenile Detention Facilities

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#### SPECIAL NEEDS

When serving youth who have disabilities (hearing, visual, physical) or language barriers or both, Contractors will ensure the requirements of the Americans with Disabilities Act (ADA) are met and provide appropriate accommodations for youth with special needs. Meeting the needs of youth

with special needs is a shared responsibility for problem solving between the Contractor and DHHS-OJS.

#### EQUIVALENCY PROCESS

The specific requirements of these Program Standards may be modified by DHHS-OJS on an individual basis to allow for arrangements that would, in DHHS-OJS' best judgment, provide at least equivalent alternative conditions as would be afforded by explicit compliance with the corresponding Program Standards.

NNJS

# Northeast Nebraska Juvenile Services, Inc.

P.O. Box 50  
120 Clara Davis Drive  
Madison, Nebraska 68748

Phone # 402-454-3955

FAX # 402-454-2001

4/2/2009

Mike Reddish  
Nebraska Department of Health and Human Services  
PO Box 95026  
Lincoln, NE 68509-5026

CFS  
APR 03 2009  
POLICY UNIT

Dear Mr. Reddish,

I have reviewed the new contract, along with our facility attorney, for the term of July 1, 2009 until June 30, 2010. I am requesting minimal changes in a few sections along with some suggested changes from our attorney. Please review the changes and feel free to contact me with any concerns.

Northeast Nebraska Juvenile Services, Inc. Board of Directors met for their monthly meeting on March 27<sup>th</sup>, 2009 and discussed the changes that myself and the facility attorney were requesting for the new contract. At this time NNJS Board of Directors was OK with the changes that are being asked to be made. However they did want me to mention that the daily rate (\$170 per day) for services will remain the same for the new contract, but with the economic times there may be a chance of the daily rates increasing during the term of July 1, 2010 until June 30, 2011.

Changes we are requesting:

Under PURPOSE. 1313 ½ North Main

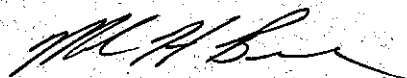
Section II (B) 4. \$11.00 per hour

Section V (M) 1. Change "either party" to "the Contractor's"

Section V (P) Our facility attorney would like this whole paragraph stricken (we are a non-profit without shareholders who are from out of state)

Mike if you have any questions or concerns don't hesitate to give me a call. Thanks.

Sincerely,



Mark Benne  
Administrator, NNJS